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RECENT CASES.

GARNISHMENT.

Garnishment Proceedings—Waiver of Contempt.—*Holbrook v. Ford*, 39 N. E. Rep. 1091 (Ill.). Where a receiver has voluntarily made himself a defendant in a garnishment suit by which a creditor attempts to reach assets claimed by the receiver, his right to assert that the creditor, in instituting the garnishment proceedings, is guilty of contempt of court, is thereby waived.

Garnishable Property—Percentage on Condition of Faithful Performance of Contract.—*American Forcite Powder Mfg. Co. v. Locust Mountain Coal & Iron Co. et al.*, 31 Atl. Rep. 90 (Pa.). Where contract provides for the setting aside of a certain percentage of contractor's pay for each month as a security for the faithful performance of the contract, the amounts retained are not subject to garnishment by the contractor's creditors unless the contract has been faithfully performed:

Garnishment—Liability of Counties.—*Slenner v. Board of Commissioners*, 38 Pac. Rep. 839 (Col.). The facts in this case are unimportant, and the only point discerned by the court was the liability of a county to garnishment. Under the code "Municipal Corporations" are subject to the garnishee process, but nothing is said as to quasi-corporations. It was argued that county is a municipal corporation and so should be held liable to garnishment. But the court, after a review of prior legislation upon this point, finally concluded that a county was not a municipal corporation, but a quasi-corporation, and therefore could not be held.

Garnishment—Jurisdiction—Exemption.—*Atchison, T. & S. F. R. Co. v. Maggard*, 39 Pac. Rep. 985 (Col.). In a garnishment process against a Kansas corporation operating a continuation of its line in Colorado, a citizen of the latter State obtained process by the proceeding *in rem*. The company moved to have the court dismiss them as garnishee on the ground that their employee whose wages were thus sought to be reached was a resident of Kansas; that his wages were earned outside the State of Colorado,